

BEFORE  
THE PUBLIC SERVICE COMMISSION OF  
SOUTH CAROLINA  
DOCKET NO. 2020-84-T - ORDER NO. 2020-386

JUNE 24, 2020

IN RE:	Application of ABA Moving & Storage, Inc.	)	ORDER GRANTING
	d/b/a Two Men and a Truck for a Class E	)	CLASS E (HOUSEHOLD
	(Household Goods) Certificate of Public	)	GOODS) CERTIFICATE
	Convenience and Necessity for Operation of	)	
	Motor Vehicle Carrier	)	

This matter comes before the Public Service Commission of South Carolina (“Commission”) on the Application of ABA Moving & Storage, Inc. d/b/a Two Men and a Truck (“Applicant”) for a Class E (Household Goods) Certificate of Public Convenience and Necessity. The Applicant seeks statewide authority to move household goods in South Carolina. Notice of this matter was timely published pursuant to 10 S.C. Code Ann. Regs. 103-817(C)(3)(a). No parties intervened, and a hearing on the Application was held on May 20, 2020.

The parties at the hearing included the Applicant, represented by John J. Pringle, Esquire, and the Office of Regulatory Staff (“ORS”), represented by Jenny Pittman, Esquire. The Applicant presented the testimony of Allison Omundsen, General Manager of the Applicant. In addition, Applicant offered the shipper witness affidavit of Greg Savitski, Vice President of Reliable Services Group, Incorporated d/b/a Two Men and a Truck, who stated the need for Applicant’s services in South Carolina.

ORS did not present testimony, but submitted a letter to the Commission on May 19, 2020, stating that “ORS is of the opinion that the Applicant will meet the requirements of fit, willing and able as required of a Household Goods Mover under the provisions of 10 S.C. Code Ann. Regs. 103-133 (2012).”

For the Applicant, Ms. Omundsen testified about the Applicant's knowledge and experience in the moving industry and stated that she was aware of and intended to comply with the Commission's regulations concerning household goods movers. Ms. Omundsen testified about the liability and cargo insurance obtained by the Applicant, as well as the financial condition of the Applicant. Additionally, Mr. Savitski, the Vice President of a moving company holding statewide authority from this Commission, testified regarding the need for Applicant's services throughout the state. As demonstrated by the Application, Ms. Omundsen's direct testimony, and Mr. Savitski's shipper witness testimony via affidavit, the Applicant intends to operate the existing Charleston County location currently owned and operated by Reliable Services Group, Inc.

The Commission finds the Application to be in order. Additionally, we conclude that the Applicant has demonstrated that it is fit, willing, and able to operate as a household goods mover pursuant to S.C. Code Ann. § 58-23-330 and 10 S.C. Code Ann. Regs. 103-133. Furthermore, we find, based on the circumstances presented by the Application, and particularly that the Applicant intends to continue the operations of the Charleston County location of Reliable Services Group, Inc., that the public convenience and necessity will continue to be served. Therefore, the Application of ABA Moving & Storage, Inc. d/b/a Two Men and a Truck should be granted.

IT IS THEREFORE ORDERED:

1. The Application of ABA Moving & Storage, Inc. d/b/a Two Men and a Truck for a Class E (Household Goods) Certificate of Public Convenience and Necessity is approved for the Applicant to transport household goods throughout South Carolina.

2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Appendix A.

3. The Applicant shall file with the Office of Regulatory Staff the proper insurance, safety rating, and other information required by S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and by 10 S.C. Code Ann. Regs. 103-100 through 103-241 of the Commission's Rules and Regulations for Motor Carriers, as amended, and 2 S.C. Code Ann. Regs. 38-400 through 38-503 (Supp. 2014) of the Department of Public Safety's Rules and Regulations for Motor Carriers, as amended, within ninety (90) days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with S.C. Code Ann. Section 58-23-10 et. seq. (1976), as amended, and the applicable Regulations for Motor Carriers, S.C. Code Ann. Regs. Vol. 10 (1976), as amended, a Certificate shall be issued by the Office of Regulatory Staff authorizing the motor carrier services granted herein.

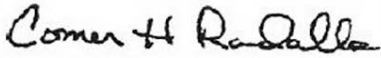
5. Prior to compliance with the above-referenced requirements and receipt of a Certificate, the motor carrier services authorized by this Order shall not be provided.

6. Failure of the Applicant to either (1) complete the certification process by complying with the Office of Regulatory Staff requirements of causing to be filed with the Commission proof of appropriate insurance and an acceptable safety rating within ninety (90) days this Order or (2) to request and obtain from the Commission additional time to comply with the requirements stated above, will cause this Order granting the Application to be null and void, and the Application herein shall be dismissed without prejudice. In this event, no further order of this Commission is necessary.


7. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), the ORS is requested to furnish the name and docket number of the Applicant to the Commission, should the Applicant fail to meet the requirements of the present Order. After such notification, the Docket shall be closed.

8. This Order shall remain in full force and effect until further order of the Commission.

BY ORDER OF THE COMMISSION:

  
Comer H. "Randy" Randall, Chairman

ATTEST:

  
Jocelyn Boyd, Chief Clerk/Executive Director

ABA Moving & Storage, Inc. d/b/a Two Men and a Truck  
Effective Date:

South Carolina Household Goods Tariff  
Page 1

REGULATIONS AND SCHEDULE OF CHARGES  
APPLICABLE TO  
INTRASTATE HOUSEHOLD GOODS MOVES  
WITHIN THE STATE OF SOUTH CAROLINA

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ABA Moving & Storage, Inc. d/b/a Two Men and a Truck  
2410 Air Park Road  
North Charleston, SC 29406-6160  
(843) 529-0220

ABA Moving & Storage, Inc. d/b/a Two Men and a Truck  
Effective Date:

South Carolina Household Goods Tariff  
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CHECK SHEET

Pages 1 through 14 of this tariff are effective as of the date shown.

<u>Page</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original

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ABA Moving & Storage, Inc. d/b/a Two Men and a Truck  
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### TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. New pages may occasionally be added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 3 and 4 would be 3.1.
- B. Page Revision Numbers. Page Revision Numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page revision on file with the South Carolina Office of Regulatory Staff. For example, the Fourth Revised Page 3 cancels the Third Revised Page 3.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 1.
  - 1.1
  - 1.1.1
  - 1.1.1.A.
  - 1.1.1.A.1.
  - 1.1.1.A.1.(a)
  - 1.1.1.A.1.(a)(1)
  - 1.1.1.A.1.(a)(1)(i)
  - 1.1.1.A.1.(a)(1)(i)(1)

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APPLICABILITY OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moves by ABA Moving & Storage, Inc.. (“ABA” or “Two Men and a Truck®”). These services are furnished between points and places in South Carolina.

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ABA Moving & Storage, Inc. d/b/a Two Men and a Truck  
2410 Air Park Road  
North Charleston, SC 29406-6160  
(843) 529-0220

## SECTION 1 - TRANSPORTATION CHARGES

1 Transportation Charges include the hourly rates as listed below.

### 1.1 Hourly Rates and Charges

Moves will be conducted at the rates listed below:

All charges will start when the men/truck(s) leave the office located at 2410 Air Park Rd. and the charges will end when the men/truck(s) return to the shop. These charges will include all intrastate travel and moving and/or packing services. This time will be referred to as "Port to Port Travel".

"Driving distance" will be calculated by reference to "Google Maps" or like mapping service or application.

There are no minimum charges and the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 24 hours of their move, the Company will charge a cancellation fee equivalent to one hour at the appropriate rate. The weekend rate will be charged on Fridays and Saturdays.

Customers are not charged an additional fee for overtime labor.

#### 1.1.1 The Hourly Rates follow:

Rate per two movers, residential	\$124/hour
Rate per three movers, residential	\$164/hour
Weekend rate per two movers, residential	\$134/hour
Weekend rate per three movers, residential	\$174/hour
Each additional mover/truck	\$40/hour

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SECTION 1 - TRANSPORTATION CHARGES (Cont'd)

1.1.2 Discounts:

ABA will offer a discount of \$5.00 off per hour for military, seniors and first responders

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ABA Moving & Storage, Inc. d/b/a Two Men and a Truck  
2410 Air Park Road  
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## SECTION 2 - ADDITIONAL SERVICES

- 2 The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff

2.1 Bulky Article Charges

- 2.1.1 ABA does not charge an additional fee for the loading and unloading of bulky articles.
- 2.1.2 ABA reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature.
- 2.1.3 ABA does not have additional charges for pianos

2.2 Elevator or Stair Carry

ABA does not charge an additional fee for elevator or stair carry.

2.3 Excessive Distance or Long Carry Charges

ABA does not charge an additional fee for carrying articles an excessive distance from the motor vehicle.

2.4 Packing and Unpacking

- 2.4.1 ABA does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1.1 plus the market price plus 100% of packing materials, including sales tax on the materials.
- 2.4.2 ABA is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled.

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ABA Moving & Storage, Inc. d/b/a Two Men and a Truck  
2410 Air Park Road  
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SECTION 2 - ADDITIONAL SERVICES (Cont'd)

2.5 Labor Charges Regular and Overtime

Labor charges are based on hourly rates as listed in Section 1.1. The applicable rate is multiplied by the number of hours.

2.6 Pick-Up and Delivery, Extra

ABA does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.7 Waiting Time

The shipper is charged the rates specified in Section 1.1 for all waiting time or delays not the fault of the carrier.

2.8 Overnight Storage

Overnight Storage of a customer's items on a truck will be charged at a rate of \$300 per night.

2.9 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or unservicing articles or appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles. ABA does not disconnect or reconnect the shipper's appliances and articles.

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### SECTION 3 - RULES AND REGULATIONS

3

#### 3.1 Claims and Valuation Process

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair or replace any damaged goods at our discretion for like kind and quality. If we determine that damage(s) cannot be repaired, and replacement is not a viable option, customer will be compensated based on the actual cash value of the item/s.

A minimum of \$.60/pound and a not to exceed Actual Cash Value is valid while your goods are in the care, custody, and control of ABA. Our Quality Control team will contact you and begin the damage claim process. The process can include, but is not limited to, onsite evaluation of damage, photo request, and original purchase receipt. As soon as we release custody of your goods, for example if your goods are placed in storage, we have no responsibility to you for any damages to your goods. If damage is discovered after the movers have completed your move, a claim must be called in to our office within 96 hours of the move.

No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Moving Services Agreement acknowledging this.

#### 3.2 Valuation

Certain items are not covered by a minimum of \$.60/pound and a not to exceed of Actual Cash Value. These include:

*Articles of extraordinary value* (antiques, fine art, paintings, statues and similar items; memorabilia, souvenirs, and collector's items; jewelry, furs, stocks, bonds, and cash).

*Ready to Assemble Furniture* (made of engineered wood and paper laminate finish, due to the inherent risk and substandard integrity of this type of furniture).

*Boxes Packed by Customer.* If we pack your boxes, everything in those boxes will be covered. However, if you opt to pack a box yourself, absent any drop damage on the outside of that box, we are not responsible for any breakage within the box.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

*Items with Previous Damage.*

*Electronics.*

All of these items will be released prior to loading.

First, TWO MEN AND A TRUCK® reserves the right to repair or replace any damaged goods at our discretion for like kind and quality. *We employ or contract with trained professionals in the areas of woodworking, glass, marble, electronics, appliances, etc.*

Second, if we cannot repair the item we will replace it with a similar item of like kind and value.

Third, if replacement is not a viable option, we will make a cash settlement for actual cash value. Actual Cash Value refers to the amount to replace your item according to its current worth. *Keep in mind, depreciation will be based upon original receipt of purchase, and your item could lose its residual value due to wear and tear, depletion, and passage of time.*

3.3 Third-Party Insurance Protection for Items of Extraordinary Value

As set out above, items of extraordinary value are not included in the minimum of \$.60/pound or the actual cash value provided by the Company. However, you have the option of purchasing insurance from a third-party insurance company, outside of TWO MEN AND A TRUCK®. Before purchasing insurance, check your homeowner's insurance policy to see if you're already covered.

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SECTION 3 - RULES AND REGULATIONS (Cont'd)

3.4 Computing Charges

ABA's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.1.

3.5 Governing Publications

ABA's rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the Public Service Commission of South Carolina.

3.6 Storage-in-Transit

Carrier will require payment when a shipment is delivered to a temporary storage warehouse. Charges are calculated as provided in Section 1 and Section 2.8.

3.7 Bill of Lading, Contract Terms, and Conditions

ABA shall issue and maintain Bills of Lading consistent with Commission Rules 103-58, and 103-159.

3.8 Items of Particular Value

ABA does not assume any liability whatsoever for documents, currency, money, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured therefrom. ABA will not accept responsibility for safe delivery of such articles if they come into ABA's possession with or without ABA's knowledge.

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2410 Air Park Road  
North Charleston, SC 29406-6160  
(843) 529-0220

2410 Air Park Rd.  
CHARLESTON, SC 29406  
Phone: 843.529.0220



**TWO MEN AND A TRUCK®**  
"Movers Who Care.™"

0102-24696

U.S. DOT No.3402685  
1095537  
XXXX

Each franchise independently owned and operated.

www.twomenandatruck.com

Customer, Test  
(000) 000-0000 (Mobile)

**Move From**

2410 Air Park Rd  
Charleston, SC 29406

**Notes:**

Odometer Start: \_\_\_\_\_

**Service Date:** 5/8/2020  
**ETA:** 9:00 AM - 9:30 AM  
**Sales Order #:** 0102-000041820  
**Zone:** Local  
**Cust. Type:** Home  
**Service Type:** Move  
**Estimate Date:** 05/07/2020  
**Estimator:** German, Renee  
**Scheduler:** German, Renee  
**Truck:** Truck 2

**Customer agrees to estimate based on the terms listed below and performance of listed services:**

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_

	Service	Hours	Qty.	Rate
	Move			
Est.	2 Men / 1 Truck	2.00 to 3.00	1	\$124.00
Act.				

5/8/2020							
Movers	Depart	Arrive	Down	End	Return	Total	Activity

Service/Item	Estimate	Actual
Services	\$248.00 to \$372.00	_____
Extras	\$0.00	_____
Travel Charge	\$120.00	_____
Subtotal	\$368.00 to \$492.00	_____
Boxes & Supplies	\$0.00	_____
Sales Tax	\$0.00	_____
Adjustments	\$0.00	_____
Reason: _____		
Subtotal	\$368.00 to \$492.00	_____
Tip	\$0.00	_____
Total	\$368.00 to \$492.00	_____
Amount Received		_____
Total due		_____

\_\_\_\_\_ I have received, read and agree to the Pre-Move Confirmation Letter.  
Customer Initials Driver Initials

\_\_\_\_\_ Home/Business Walk-Through: I have inspected the location(s) my items were loaded from and verify all requested items (boxes, furniture, etc.) have been placed on the truck and/or Internal Moving was completed as requested.  
Customer Initials Driver Initials

\_\_\_\_\_ Pack: I am satisfied all my belongings have been packed according to my specifications and I am taking responsibility for anything that has not been packed.  
Customer Initials Driver Initials

\_\_\_\_\_ Packing Release: I have inspected the area/rooms to be packed/prepped and verify all services are complete.  
Customer Initials Driver Initials

\_\_\_\_\_ Unload: A final walk through has been completed. All items have been removed from the truck and all moving services are completed.  
Customer Initials Driver Initials

\_\_\_\_\_ Truck Release/Truck(s) # \_\_\_\_\_. I have inspected the truck in which my items were transported. I verify all items have been removed from the truck. **TWO MEN AND A TRUCK®** is not responsible for missing items should you elect not to inspect the truck.  
Customer Initials Driver Initials

\_\_\_\_\_ Revision to Estimate: The estimate provided is based on the information given prior to the move. After an initial walk through is conducted a Revision to Estimate will be provided if the scope of the move will change the estimate.  
Customer Initials Driver Initials

\_\_\_\_\_ Damages: All items have been received without visible damage except as noted on shipping documents.  
Customer Initials Driver Initials

**Terms and Conditions:** I am aware that in no case would the carrier's liability for loss and damage be less than \$.60 per pound and/or greater than actual cash value.

**Service Completion Confirmation**

Customer signature: \_\_\_\_\_ Date: \_\_\_\_\_ **TWO MEN AND A TRUCK®:** \_\_\_\_\_ Date: \_\_\_\_\_

**Payment Options**

☐ Cash: \$ \_\_\_\_\_

☐ Check: \$ \_\_\_\_\_

☐ Check: # \_\_\_\_\_

Driver's License # \_\_\_\_\_ Phone \_\_\_\_\_

I authorize **TWO MEN AND A TRUCK®** to charge my credit card \$ \_\_\_\_\_

☐ VISA    ☐ MasterCard    ☐ AMEX    ☐ Discover

Card # \_\_\_\_\_ Exp \_\_\_\_\_ CVV \_\_\_\_\_

Billing Address \_\_\_\_\_ ST/PROV \_\_\_\_\_

Postal \_\_\_\_\_ Auth# \_\_\_\_\_

Customer Signature \_\_\_\_\_ Date: \_\_\_\_\_